

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

June 4, 2018

6:00 PM

Council Work Session

*Mike Walker – Chair
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Bruce Jarvis
Patrick Lynch*

- A. Call To Order
- B. Roll Call
- C. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action

RES-18-008

Mayor

A Resolution Authorizing Destination: Canal Winchester To Operate The “Canal Winchester Blues And Ribfest” On The Various Streets And Sidewalks Of The City Of Canal Winchester

- Request to move to full Council

ORD-18-020

Development

An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of 1.253 Acres On Rutherford Drive To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Conveyance To Columbia Gas Of Ohio, Inc., Pursuant To A Purchase And Sale Agreement, And To Declare An Emergency

Ordinance Attachments: [Columbia Gas Purchase Agreement](#)

- Request to move to full Council

ORD-18-021

Finance

An Ordinance Approving And Adopting The 2019 Tax Budget ([Ex. A](#))

- Request to move to full Council

ORD-18-022

Public Service

An Ordinance To Authorize The Mayor To Enter Into An Agreement To Purchase A 1.799 Acre Tract Of Property From Ashbrook Association, Inc. And Declaring And Emergency ([Ex. A](#))

- Request to move to full Council

E. Reports

Matt Peoples –

Lucas Haire –

Amanda Jackson –

F. Items for Discussion

18-058

Recycling

*Attachments: [Waste Management Communications](#)
[New York Times Article](#)*

G. Old/New Business

H. Adjournment

RESOLUTION NO. 18-008

A RESOLUTION AUTHORIZING DESTINATION: CANAL WINCHESTER TO OPERATE THE “CANAL WINCHESTER BLUES AND RIBFEST” ON THE VARIOUS STREETS AND SIDEWALKS OF THE CITY OF CANAL WINCHESTER

WHEREAS, the annual Canal Winchester Blues and Ribfest is to be held on July 27 and 28, 2018; and

WHEREAS, the Canal Winchester Blues and Ribfest is a civic endeavor which is family oriented, safe, clean and fun for all the citizens of Canal Winchester; and

WHEREAS, the Council and Mayor of the City of Canal Winchester desire to express their approval on behalf of the citizens of the City and to authorize the use and control of various city streets, alleys and sidewalks of Canal Winchester for the benefit of this event;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Canal Winchester Blues and Ribfest operated by Destination: Canal Winchester on July 27, 2018 from 5:00 pm to 11:00 pm and July 28, 2018 from 12:00 pm to 11:00 pm.

Section 2. That the boundaries of the Festival shall be High Street from Mound Street south to Columbus Street; Waterloo Street from Elm Street to Trine Street; and Stradley Place which includes the greenspace and parking lot located to the west and north of Stradley Place.

Section 3. That the streets and alleys within the boundaries of the festival shall be shut down to traffic by City staff with assistance from Festival Committee members from 6:30 am on Friday, July 27, 2018 and reopened to traffic no later than 9:00 am on Sunday, July 29, 2018.

Section 4. That Destination: Canal Winchester shall maintain liability insurance for the protection of the City of Canal Winchester, Ohio indemnifying and saving harmless said City from any and all liability that may arise or accrue by reason of the use of the various streets, alleys, and sidewalks of the City of Canal Winchester and shall present a copy of said insurance to the City.

Section 5. That Destination: Canal Winchester shall provide the following at no cost to the City:

- a. City approved electric to all vendors and festival participants
- b. Any costs related to special Emergency Medical Service coverage
- c. Any costs, for auxiliary police, special duty deputies, or regular police as determined to be need by both Destination: Canal Winchester and the city
- d. Payment for trash removal during event hours

Section 6. That the City of Canal Winchester shall provide the following as their contribution to the festival:

- a. Water for use by the vendors within the festival defined area;
- b. Payment of employee overtime hours required for the assistance in closing and opening of the festival area, delivery and set up of the stage, nightly cleanup of the festival area, and miscellaneous issues that may arise during the festival hours.
- c. Contact numbers for appropriate assigned employees

Section 7. That Destination: Canal Winchester designated representatives will meet at least three weeks before the event with the Mayor and any other city officials the Mayor deems necessary to finalize festival related issues.

Section 8. That this resolution shall take effect and be in force from and after its passage.

DATE PASSED_____

PRESIDENT OF COUNCIL

ATTEST_____
CLERK OF COUNCIL

MAYOR

DATE APPROVED_____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 18-020

AN ORDINANCE TO AUTHORIZE THE MAYOR CONVEY A TRACT OF LAND CONSISTING OF 1.253 ACRES ON RUTHERFORD DRIVE TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO COLUMBIA GAS OF OHIO, INC., PURSUANT TO A PURCHASE AND SALE AGREEMENT, AND TO DECLARE AN EMERGENCY

WHEREAS, Columbia Gas of Ohio, Inc. desires to acquire 1.253 acres of land owned by the City of Canal Winchester for construction of new facilities; and

WHEREAS, the City hereby finds and determines that the 1.253 acres of land on Rutherford Drive is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City; and

WHEREAS, such transfer is authorized and permitted by the Carter and Ordinances of the City of Canal Winchester and pursuant to Chapters 1724 and 1761 of the Ohio Revised Code; and

WHEREAS, this conveyance is hereby authorized without advertisement and receipt of bids;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That the Mayor be and hereby is authorized and directed to by suitable deed of conveyance to the Canal Winchester Industry and Commerce Corporation the 1.253 acres of land, so as to provide for the performance of the Real Estate Purchase Agreement by and among the Canal Winchester Industry and Commerce Corporation, the City of Canal Winchester and Columbia Gas of Ohio, Inc.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the real estate purchase agreement and the need to immediately begin preparations for the transfer of the land WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is made and entered into as of this 30th day of May, 2018 (the “Effective Date”) by and between City of Canal Winchester, an Ohio municipal corporation (the “City”), Canal Winchester Industry and Commerce Corporation, an Ohio community improvement corporation (“Seller”), and Columbia Gas of Ohio, Inc., an Ohio corporation, (the “Buyer”). The City, Seller and Buyer are sometimes referred to individually as a “Party” or collectively as the “Parties.”

BACKGROUND

A. City holds title to certain real property consisting of 1.253 acres located in Violet Township, Fairfield County, Ohio, further identified as Fairfield County Parcel Number: 0420376300, which is more legally described and defined in Exhibit A, attached hereto and made a part hereof (the “Land”); and

B. City, through Seller, desires to sell and Buyer desires to purchase the Property (as defined below), pursuant to the terms and conditions of this Agreement.

In consideration of the mutual covenants and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties covenant and agree as follows:

AGREEMENT

1. **Purchase and Sale of Property.** On or before the Closing Date (as such term is defined in Section 3 below), City will convey the Property to Seller in a manner that will allow Seller to timely fulfill all of its obligations under this Agreement (including, without limitation, the obligation to sell and convey the Property to Buyer in accordance with this Agreement). Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions set forth in this Agreement, the Land, any improvements and personal property located thereon and the following (collectively, the “Property”):

a. **Contracts; Warranties; Intangibles.** Seller’s interest under and to: (i) all assignable warranties and guaranties issued to or inuring to the benefit of Seller, (ii) all assignable licenses and permits held by Seller at the time of Closing, as that term is more specifically defined below, relating to the operation of the Property (the “Licenses”), and (iii) all environmental studies and reports, surveys, building plans, title insurance policies, and other documents and materials pertaining to the Property in Seller’s possession.

2. **Purchase Price.** The Buyer shall pay to Seller a purchase price for the Property in the amount of One Hundred Forty-Two Thousand Dollars (\$142,000.00) (the “Purchase Price”) which shall be paid as follows:

- a. Five Thousand Dollars (\$5,000.00) (“Earnest Money”) shall be deposited with the Seller pursuant to the Right to Acquire Letter from Buyer to City, dated May 10, 2018, and
- b. One Hundred Thirty-Seven Thousand Dollars (\$137,000.00) shall be payable by wire transfer to the Escrow Agent at Closing, as that term is defined below.

3. **Closing.**

- a. Closing Date. Closing of this transaction (“Closing”) shall occur on June 15, 2018, or such earlier date as Buyer and Seller mutually agree upon in writing (the “Closing Date”).
- b. Items to be Delivered by Seller at Closing. At Closing, and as a condition precedent to Buyer’s obligations at Closing, Seller shall deliver to _____ (the “Escrow Agent”) the following, in a form and substance reasonably acceptable to Buyer:
 - i. A duly executed limited warranty deed (the “Deed”) conveying the Property from Seller to Buyer;
 - ii. Such evidence as the Escrow Agent may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;
 - iii. Escrow Agent’s standard owner’s affidavit, if required by the Escrow Agent, duly executed by Seller, sufficient to allow the Escrow Agent to remove the standard exceptions from the Title Commitment that can be removed with the delivery of such an affidavit (specifically excluding the survey exception and any mineral interest exceptions);
 - iv. An executed counterpart settlement statement setting forth the amounts paid by or on behalf of or credited to Buyer and Seller; and
 - v. Such additional documents as shall be reasonably requested by the Buyer or the Escrow Agent to consummate the transactions contemplated by this Agreement.
- c. Actions to be Taken by Buyer at Closing. At Closing, and as a condition precedent to Seller’s obligations at Closing, Buyer shall deliver to the Escrow Agent the following:
 - i. The Purchase Price, as set forth in Section 2 of this Agreement;
 - ii. An executed counterpart settlement statement setting forth the amount paid by or on behalf of or credited to Buyer and Seller; and
 - iii. Such additional documents as shall be reasonably requested by the Escrow Agent or Seller to consummate the transaction contemplated by this Agreement.
- d. Possession. Buyer shall be entitled to possession and occupancy of the Property on the Closing Date.
- e. Proration of Taxes and Expenses. All ad valorem real property taxes shall be prorated between the Parties on a calendar year basis and on the basis of the most recently available tax bill as of the Closing Date in accordance with local custom. Seller is charged with payment of service fees related to the Property, including, but not limited

to: city garbage disposal and incinerator fees, fire services fees, sewer and water fees, and public utility charges (the "Property Expenses") from the Effective Date up to and including the Closing Date. Subsequent to the Closing Date, Buyer assumes responsibility for the Property Expenses.

- f. Closing Costs. Seller shall pay: (i) the fees of any counsel representing Seller in connection with this transaction; (ii) one-half (½) of any escrow fee charged by Escrow Agent; and (iii) all transfer taxes imposed upon transfer of title to the Property. Buyer shall pay: (i) the fees of any counsel representing Buyer in connection with this transaction; (ii) one-half (½) of any escrow fees charged by the Escrow Agent; (iii) recording fees; (iv) the cost of Buyer's inspections of the Property; (v) any costs associated with updating any survey delivered to Buyer by Seller; and (vi) the premium for the owner's policy of title insurance ("Title Policy"), costs for any endorsements and/or other coverage under the Title Policy, costs for any lender's title coverage and Title Commitment costs. Except as otherwise provided in this Agreement, all other costs and expenses incident to this transaction and the Closing will be paid by the Party incurring such costs.
- g. Additional Items. Any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in comparable commercial transactions in the area in which the Property is located shall be prorated according to local custom.
- h. Conditions to Closing. Each Party's obligations to consummate the transactions contemplated by this Agreement are conditioned upon fulfillment of the following conditions, each of which may be waived by the Party whose obligation to close is conditioned on the fulfillment of such condition:
 - i. All of the representations and warranties of the other Party shall be true and correct in all material respects, subject to permitted changes in facts or circumstances pursuant to this Agreement, both as of the date of this Agreement and as of the Closing Date; and
 - ii. All other conditions precedent to each Party's obligation to consummate the transactions contemplated by this Agreement shall have been satisfied on or before the Closing Date.

Should a Party fail to satisfy any of the foregoing conditions by the Closing Date and so long as the other Party to be benefitted by said conditions is not in default under this Agreement, the non-defaulting Party may either: (i) terminate this Agreement by written notice to the other party; or (ii) extend the Closing Date by up to ten (10) business days to allow the other Party an opportunity to satisfy the unsatisfied condition. To the extent the non-defaulting Party elects to terminate this Agreement, the Parties shall have no further rights, duties or obligations under this Agreement, other than those which are expressly provided in this Agreement to survive the termination of this Agreement; provided, however, that if any of the foregoing conditions have not been satisfied due to a default by Buyer or Seller, then Buyer's and Seller's respective rights, remedies, and obligation shall be determined in accordance with this Agreement.

- i. Further Assurances. For no further consideration, Seller and Buyer shall execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered, such

instruments and take such other action as may be necessary or advisable to carry out their respective obligations under this Agreement.

4. Environmental Matters

- a. Warranty. With regard to the Property, Seller and City each represents and warrants to the best of its actual knowledge as follows:
 - i. Neither Seller nor City has caused the Property to be in violation of, and neither Seller nor City has received written notice from a governmental authority with jurisdiction over the Property that the Property is in violation of, any Environmental Law. For purposes hereof, (i) "Environmental Law" means any Federal, state, local, or administrative agency law, rule, regulation, ordinance, or order relating to Hazardous Materials (as defined below), including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act of 1975 as amended, (49 U.S.C. Section 1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et seq.); and (ii) "Hazardous Material" means any substance, chemical, waste, or other material listed as "hazardous" or "toxic" under any Environmental Law, including, without limitation, petroleum and petroleum byproducts.

5. Risk of Loss

- a. From the Effective Date to the Closing Date, all risk of loss due to damage or injury to the Property shall be borne by the Seller and Seller shall maintain or cause to be maintained the existing insurance policies or comparable policies or self-insurance, which insure all buildings, structures, improvements, fixtures, and other property situate on the Property against loss or damage by fire or other casualty, and if the existing insurance shall be cancelled by any company insuring the same, or otherwise terminated, Seller shall obtain insurance in like amount and coverage to that which is cancelled or terminated. In the event of damage to, or destruction of the Property prior to the Closing Date as a result of fire or other casualty, Buyer may, at Buyer's option, (i) proceed with the closing of this transaction in which event Buyer shall be entitled to receive from Seller any insurance proceeds paid by reason of such loss or damage; or (ii) Buyer may declare this Agreement null and void, and in such event, the Escrow Agent shall return to the Buyer the full amount of the Earnest Money, and thereafter neither of the Parties hereto shall have any further obligation to the other Party pursuant to the terms of this Agreement. Seller shall immediately notify Buyer in the event of destruction of the Property or any portion thereof, or significant damage rendering the Property unusable. Buyer shall then notify Seller in writing within ten (10) days of such notice as to which option Buyer has chosen pursuant to this Section 5.
- b. If, prior to Closing, any entity with eminent domain power initiates action or threatens to initiate action to take the Property or a portion thereof by eminent domain proceedings, Buyer may either (i) declare this Agreement null and void, and in such event, neither of the Parties hereto shall have any further obligation to the other Party pursuant to the terms of this Agreement; or (ii) continue to Closing. Should Buyer elect

to continue to Closing, Buyer shall have the right to consult with Seller regarding the eminent domain proceedings and at Closing Buyer will be assigned the award from the condemning authority. Seller shall immediately notify Buyer in the event of any taking or threat of taking by virtue of eminent domain of the Property or any portion thereof. Buyer shall then notify Seller in writing within thirty (30) days of such notice as to which option Buyer has chosen pursuant to this Section 7.

6. **Due Diligence Review.**

- a. **Right to Review.** From and after the Effective Date and continuing for a period of fifteen (15) days, (“Due Diligence Review Period”), Seller shall afford to Buyer and its representatives, access to the Property and any business records, files, studies, maps, plans, surveys in Seller’s possession, and all other records of Seller reasonably requested by Buyer to conduct its due diligence review.
- b. **Right of Entry and Access.** During the Due Diligence Review Period, Buyer, its representatives, designees, agents, and assigns shall have the right to enter the Property to make such inspections, tests, surveys, field work, environmental assessments, and wetlands delineations of and on the Property as are reasonably necessary for the Buyer to assess the Property for Buyer’s intended use. In addition, Seller agrees to cooperate with the Buyer prior to Closing as reasonably requested by Buyer, including, but not limited to, obtaining all necessary permits for the Buyer’s intended use on the Property, including, upon the request of Buyer, signing, as the owner of the Property prior to Closing, any permit applications that may be required by any regulatory agency or other entity for Buyer’s proposed use of the Property. If Buyer desires to undertake any invasive testing of the Property, it shall provide a scope of work and obtain Seller’s and City’s prior approval, which approval shall not be unreasonably withheld, delayed or conditioned. If Buyer undertakes any invasive testing after the scope of work has been approved by Seller and City, Buyer shall restore the Property to substantially the same as its original condition after any such testing. Prior to Buyer’s entry on the Property, Buyer shall provide Seller and City with evidence of commercial general liability insurance naming Seller and City as additional insureds with coverage in the amount equal to \$1,000,000 combined single limits under an insurance accord that cannot be cancelled without ten (10) days’ prior notice to Seller and City. Buyer shall indemnify and hold Seller and City harmless from all claims, costs, and fees, including, without limitation, mechanics’ or material supplier’s liens, which may be asserted against or incurred as a result of the acts of Buyer or its agents, affiliates, employees or contractors in connection with Buyer’s inspections of the Property, which indemnification shall survive the termination or Closing of this Agreement for a period of one (1) year.
- c. **Notice of Defects.** Buyer shall notify Seller in writing of any defects (“Due Diligence Defect(s)”) which, in Buyer’s reasonable determination, substantially and adversely affect the value or use of the Property on or before the end of the Due Diligence Review Period. Upon receipt of such notice from Buyer, Seller shall have the right to cure any Due Diligence Defect(s) to Buyer’s reasonable satisfaction at least five (5) days prior to Closing. In the event Seller is unwilling or unable to correct all Due Diligence Defect(s) to Buyer’s reasonable satisfaction, Seller shall so notify Buyer in writing within five (5) days of receipt of notice from Buyer of such Due Diligence Defect(s).

- d. Failure to Correct Defects. In the event Seller declines to correct any Due Diligence Defect(s) identified by Buyer or Seller fails to cure any Due Diligence Defect(s) to the reasonable satisfaction of Buyer, Buyer, at its sole option, shall elect to either (i) declare this Agreement null and void, and in such event, the Escrow Agent shall return to the Buyer the full amount of the Earnest Money, and thereafter neither of the Parties hereto shall have any further obligation to the other Party pursuant to the terms of this Agreement; or (ii) continue to Closing. If Buyer does not terminate this Agreement during the Due Diligence Review Period, Buyer shall be deemed to have waived any right to terminate this Agreement arising from its due diligence activities.
- e. Buyer Acknowledgement. Buyer acknowledges that upon completion of its inspections of the Property pursuant to this Section 7, Buyer will have fully inspected the Property, will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the soils, subsurface, drainage, surface and groundwater quality and other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; title matters; encroachments, acreage and other survey matters; and the character and suitability of the Property. In addition, Buyer acknowledges that the Property is being purchased and will be conveyed “as is” with all faults and defects, whether patent or latent, as of the date of Closing. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Buyer by Seller or City or any agent or employee of Seller or City, except as specifically set forth in this Agreement
- f. Title or Survey Defects. The due diligence process set forth in this Section 7 shall be subject to, and shall be superseded by, the provisions of Section 10 and 11 of this Agreement related to Title Defects and Survey Defects, respectively.

7. Representations and Warranties.

- a. Representations and Warranties of Seller. Seller and City each represents and warrants to Buyer that the following statements are true as of the Effective Date and shall be true and correct on the Closing Date:
 - i. Seller and City each has the right and authority to enter into this Agreement and to transfer the Property pursuant to this Agreement. The individuals signing this Agreement on behalf of Seller and City are authorized to do so. This Agreement has been duly authorized, executed, and delivered by Seller and City, is a valid and binding obligation of Seller and City, and is enforceable against Seller in accordance with its terms;
 - ii. Seller and City have received no notice of violations of any applicable law, code, rule, statute, ordinance, or regulation with respect to the Property;
 - iii. There is no pending or, to Seller and City’s knowledge, threatened condemnation or similar proceeding affecting the Property, or any part thereof;

- iv. There will be no obligations of Seller or City with respect to the Property that will not be satisfied as of the Closing Date;
 - v. Except as otherwise disclosed by Seller or City to Buyer in writing, the Property is not subject to any lease, contract, license, permit, or other agreement of any kind;
 - vi. There is no agreement to which Seller or City is a party or that is binding on Seller or City which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller and City's knowledge, threatened against Seller or City or relating to the Property, which challenges or impairs Seller's or City's ability to execute or perform its obligations under this Agreement;
 - vii. Neither Seller nor City is a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986; and
 - viii. There are no attachments, executions, assignments for the benefits of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller, City or the Property.
- b. Representations and Warranties of Buyer. Buyer represents and warrants to Buyer that the following statements are true as of the Effective Date and shall be true and correct on the Closing Date:
- i. Buyer has the right and authority to enter into this Agreement. The individual signing this Agreement on behalf of Buyer is authorized to do so. This Agreement has been duly authorized, executed, and delivered by Buyer, is a valid and binding obligation of Buyer, and is enforceable against Buyer in accordance with its terms.
 - c. Survival of Representations and Warranties. Unless otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties in this Agreement shall survive the Closing for a period of one (1) year and shall not merge with or be extinguished by delivery of Deed contemplated by this Agreement.

8. **Default.**

- a. Default by Buyer. If the sale of the Property under this Agreement does not occur because of Buyer's default under this Agreement, Seller may terminate this Agreement and retain the Earnest Money.
 - b. Default by Seller. If the sale of the Property under this Agreement does not occur because of Seller's default under this Agreement, then Buyer shall have the right to elect one of the following: (i) to terminate this Agreement, in which event the Escrow Agent will return the Earnest Money to Buyer, or (ii) to bring a suit for specific performance.
9. **Title Report.** Buyer at Buyer's expense, shall, obtain an Owner's Title Insurance Commitment (the "Title Commitment") in the name of the Buyer, in an amount equal to the Purchase Price, pursuant to which the Escrow Agent shall commit to issue to Buyer an ALTA Owner's Policy of Title Insurance for the purpose of insuring title to the Property. Upon receipt of the Title

Commitment, Buyer shall have five (5) days thereafter to advise Seller of any defects or objections or issues that would make the Property unsuitable for Buyer's intended use, as determined in Buyer's sole discretion, disclosed by the Title Commitment (other than monetary liens or charges which Seller agrees shall be paid at closing by Seller) (collectively, "Title Defects"). Seller shall then have five (5) days after receipt of such notice in which to cure such Title Defects (the "Title Defect Cure Date"). In the event Seller is unwilling or unable to clear the Title Defects on or before the Title Defect Cure Date, Buyer shall have the option, in its sole discretion, to (i) proceed with the purchase and acquire the Property subject to the Title Defects, in which case the Title Defects are deemed approved; or (ii) terminate this Agreement, in which case the Earnest Money will be refunded to Buyer.

- 10. Survey.** Buyer may, at Buyer's expense, obtain a survey of the Real Property (the "Survey") If the Survey shows any matters to which Buyer objects or issues that would make the Property unsuitable for Buyer's intended use, as determined in Buyer's sole discretion (collectively, the "Survey Defects"), Buyer shall provide Seller with written notice to that effect not later than five (5) days following receipt by Buyer of the Survey. Seller shall have five (5) days after receipt of such notice in which to cure any such Survey Defects to the satisfaction of Buyer (the "Survey Defect Cure Date"). In the event Seller is unwilling or unable to clear the Survey Defects on or before the Survey Defect Cure Date, Buyer shall have the option, in its sole discretion, to (i) proceed with the purchase and acquire the Property subject to the Survey Defects, in which case the Survey Defects are deemed approved; or (ii) terminate this Agreement, in which case the Earnest Money will be refunded to Buyer.

11. Miscellaneous.

- a. Notices. All notices and requests required or permitted hereunder shall be (i) hand delivered, (ii) sent by a next day delivery service, or (iii) sent by United States certified mail, return receipt requested, postmarked not later than the final date for giving of such notice.

Notices to the Buyer shall be addressed as follows:

Columbia Gas of Ohio, Inc.
290 W. Nationwide Blvd.
Columbus, Ohio 43215
Attention: Legal Department

Notices to Seller or City shall be addressed as follows:

Canal Winchester Industry and Commerce Corporation or
City of Canal Winchester, Ohio, as applicable
c/o City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, Ohio 43110
Attention: Lucas Haire, Development Director

Such addresses may be changed at any time and, from time to time, by like written notice given by either Party to the other.

- b. Assignment. Buyer shall have the right to assign, transfer, or convey its rights and obligations under this Agreement to any affiliated entity that is owned or controlled by Buyer; any other assignment, transfer or conveyance of this Agreement or Buyer's rights and obligations hereunder is prohibited without the express prior written consent of Seller and City. Seller shall have the right to assign, transfer, or convey its rights and obligations under this Agreement to any other person or legal entity.
- c. Right of Termination. Seller agrees that Buyer may terminate this agreement for any reason or no reason by giving written notice to Seller on or before the end of the Due Diligence Review Period. Upon such termination, Seller and Buyer will have no further rights and obligations hereunder except those which expressly survive termination of this Agreement.
- d. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.
- e. Headings. The headings contained in this Agreement are for convenience only and shall not in any way affect the meaning of this Agreement.
- f. Governing Law. This Agreement shall be interpreted and construed under the laws of the state in which the Real Property is located. All actions or claims arising out of or in connection with this Agreement or any other actions or claims between the parties hereto shall be brought only in state court in the county in which the Real Property is located.
- g. Time is of the Essence. Time is of the essence for all provisions of this Agreement.
- h. Waiver. Any term or condition of this Agreement may be waived at any time and from time to time by the Party entitled to the benefit of that term or condition. A Party's failure or delay in exercising its rights under this Agreement shall not waive those rights, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right under this Agreement. No waiver or release of any of the terms, conditions, or provisions of this Agreement shall be valid unless in writing and signed by the Party entitled to the benefit of such term or condition.
- i. Brokers. Each Party represents to the other that the representing Party has incurred no liability for any finder's fee or a brokerage commission arising from or relating to the transactions contemplated by this Agreement.
- j. Counterparts. This Agreement may be (but shall not be required to be) executed in counterparts. This Agreement shall be deemed effective when each Party has executed a counterpart copy of this Agreement even if not all of the Parties have executed the same counterpart. Copies containing the signature of all Parties, whether or not in counterparts, shall be delivered to all Parties.
- k. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent

of the Parties to this Agreement to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

- l. Third Parties. Nothing in this Agreement is intended or shall be construed to confer upon or give to any person other than the Parties to this Agreement any rights or remedies under or by reason of this Agreement or to limit any third party from exercising any rights or remedies available to them independent of this Agreement.
- m. No Recording. Neither this Agreement nor any document referring to this Agreement shall be recorded by any party (or anyone acting on behalf of a party) to this Agreement in any public office without the prior written consent of all Parties to this Agreement.
- n. Entire Agreement. This Agreement constitutes the final and entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties, or representations between the parties except as set forth in this Agreement. This Agreement may be amended only by a written instrument signed by all of the Parties.

[Signature pages to follow. Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Seller

Canal Winchester Industry and Commerce Corporation, an
Ohio community improvement corporation

By:_____

Name: James Sotlar

Title: President

City

City of Canal Winchester, Ohio, an Ohio municipal
corporation

By:_____

Name: Michael Ebert

Title: Mayor

[Buyer signature on next page]

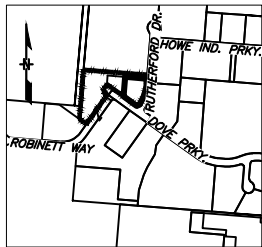
Buyer

COLUMBIA GAS OF OHIO, INC.

By: _____

Printed Name: _____

Its: _____



VICINITY MAP
N.T.S.

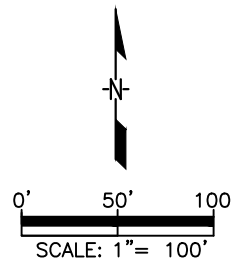
EXHIBIT "B"

LOT SPLIT

TO COLUMBIA GAS OF OHIO, INC.

ON THE PROPERTY OF:
VILLAGE OF CANAL
WINCHESTER

SITUATED IN:
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO



VILLAGE OF CANAL
WINCHESTER
D.B. 639, PG. 273
PID 0420376000

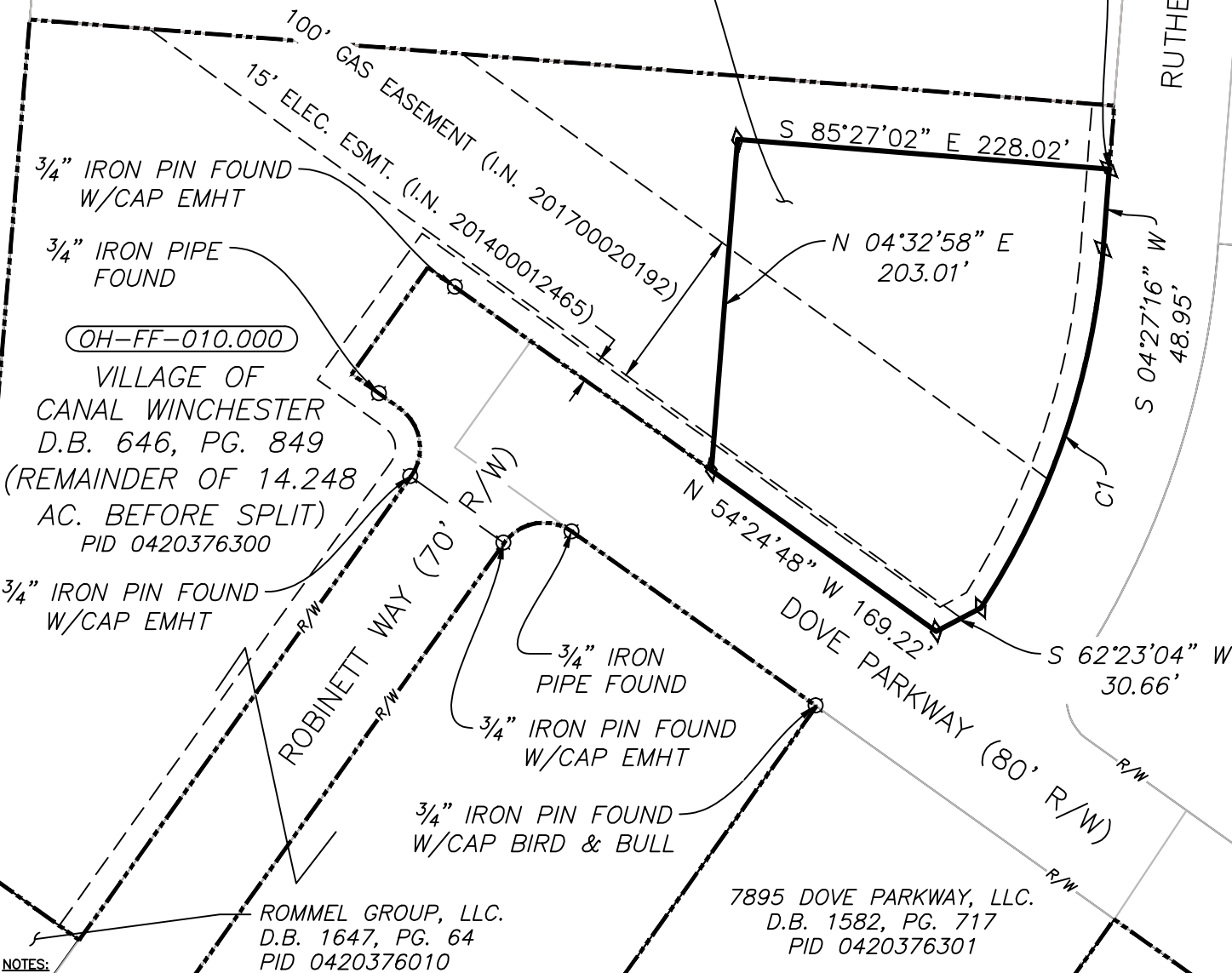
CURVE TABLE				
	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	234.56'	470.00'	S 18°48'12" W	232.13'

CANAL POINTE, LLC.
D.B. 1639, PG. 315
PID 0420376200

LOT SPLIT TO
COLUMBIA GAS OF OHIO, INC.
1.253 AC.
(REMAINDER OF 14.248 AC.
BEFORE SPLIT)

TRUE P.O.B.
N: 675815.9
E: 1887720.8

RUTHERFORD DRIVE (70' R/W)



- NOTES:
1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS SPCS GRID, OHIO SOUTH ZONE, NAD 83 (2011), U.S. SURVEY FOOT.
 2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION SUPPLIED BY CLIENT.
 3. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY PURSUANT TO CHAPTER 4733-37, O.A.C.

LEGEND

○	AS NOTED	DATE:	02/14/2018
●	IRON PIN SET (DESC.)	REVISED:	
◇	POINT ON LINE NOT SET	CLIENT:	COLUMBIA GAS OF OHIO, INC.

M
M
MOTT
MACDONALD

2343 ALEXANDRIA DR., SUITE 320
LEXINGTON, KY 40504
UNITED STATES
859-629-3520
INFO@MOTTMAC.COM

HOLLAND E. SHAW
P.S. NO. 8644
PHONE: (413) 535-0135
FAX: (413) 788-0438

2/14/18
DATE:

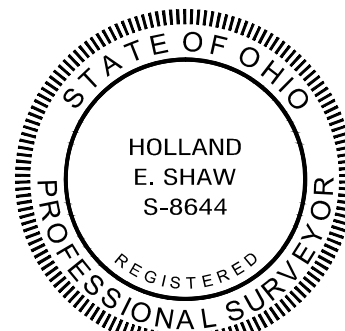


EXHIBIT "A"

**LOT SPLIT DESCRIPTION
TO COLUMBIA GAS OF OHIO, INC.
ON THE PROPERTY OF THE VILLAGE OF CANAL WINCHESTER
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO**

Situated in the State of Ohio, County of Fairfield, Violet Township, being located in that 83.5856 acre tract (original) as described in a deed to The Village of Canal Winchester in Deed Book 646, Page 849, all records referenced herein being to those located in the Recorder's Office, Fairfield County, Ohio, and being a lot split more particularly described as follows:

Beginning FOR REFERENCE at the southeast corner of a 13.943 acre tract as described in a deed to Canal Pointe, LLC in Deed Book 1639, Page 315 and in the west right-of-way of Rutherford Drive; thence South 04°27'16" West, a distance of 38.90 feet with said west right-of-way to the TRUE PLACE OF BEGINNING ;

Thence through said 83.5856 acre tract the following six (6) courses:

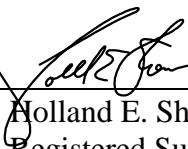
1. **South 04°27'16" West**, a distance of **48.95 feet** along said west right-of-way of Rutherford Drive to a point; thence
2. **South 18°48'12" West**, along said west right-of-way of Rutherford Drive with a curve to the right having a radius of 470.00 feet, an arc length of 234.56 feet and a chord distance of **232.13 feet** to a point; thence
3. **South 62°23'04" West**, along said west right-of-way of Rutherford Drive a distance of **30.66 feet** to a point in the north right-of-way of Dove Parkway; thence
4. **North 54°24'48" West**, along said north right-of-way of Dove Parkway a distance of **169.22 feet** to a point; thence
5. **North 04°32'58" East**, leaving said Dove Parkway and through said 83.5856 acre tract a distance of **203.01 feet** to a point; thence
6. **South 85°27'02" East**, through said 83.5856 acre tract a distance of **228.02 feet** to the TRUE PLACE OF BEGINNING, containing 1.253 acre of land, more or less.

A part of PID: 0420376300

The above described lot split description is also shown on Exhibit "B", attached hereto and made a part hereof.

Bearings herein are referenced to Ohio State Plane Grid, South Zone, NAD 83(2011), U.S. Survey Foot per a VRS GPS survey.

This description was prepared by Mott MacDonald, based on the results of an actual field survey in 2017.

by  _____
Holland E. Shaw
Registered Surveyor No. 8644

2/14/18



ORDINANCE NO. 18-021

AN ORDINANCE APPROVING AND ADOPTING THE 2019 TAX BUDGET

WHEREAS, it is immediately necessary to approve and adopt the 2019 tax budget,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the 2019 Tax Budget attached hereto as Exhibit A and incorporated herein by reference be, and the same hereby is, approved and adopted.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

ATTEST _____
CLERK OF COUNCIL

PRESIDENT OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

FUND NAME: GENERAL FUND

EXHIBIT 1

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

This Exhibit is to be used for the General Fund Only

Description (1)	For 2016 Actual (2)	For 2017 Actual (3)	Budget Year Estimated for 2018 (4)	Current Year Estimated for 2019 (5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	\$ 367,632.43	\$ 388,245.78	\$ 390,000.00	\$ 400,000.00
Tangible Personal Property Tax	\$ -	\$ -	\$ -	\$ -
Municipal Income	\$ 6,512,775.10	\$ 6,978,857.17	\$ 6,400,000.00	\$ 6,900,000.00
Other Local Taxes	\$ 144,079.48	\$ 147,806.61	\$ 220,000.00	\$ 220,000.00
Total Local Taxes	\$ 7,024,487.01	\$ 7,514,909.56	\$ 7,010,000.00	\$ 7,520,000.00
Intergovernmental Revenues				
State Shared Taxes & Permits				
Local Governments	\$ 77,188.15	\$ 75,860.71	\$ 75,000.00	\$ 75,000.00
Estate Tax	\$ 5,592.00	\$ -	\$ -	\$ -
Cigarette Tax	\$ 298.66	\$ 361.42	\$ 300.00	\$ 350.00
License Tax	\$ -	\$ -	\$ -	\$ -
Liquor and Beer Permits	\$ 15,045.10	\$ 18,134.90	\$ 15,000.00	\$ 16,000.00
Gasoline Tax	\$ -	\$ -	\$ -	\$ -
Library & Local Government Support Fund	\$ -	\$ -	\$ -	\$ -
Property Tax Allocation	\$ 46,050.07	\$ 46,645.91	\$ 46,000.00	\$ 47,000.00
Other Shared Taxes & Permits	\$ -	\$ -	\$ -	\$ -
Total State Shared Taxes & Permits	\$ 144,173.98	\$ 141,002.94	\$ 136,300.00	\$ 138,350.00
Federal Grants or Aid	\$ -	\$ -	\$ -	\$ -
State Grants or Aid	\$ -	\$ -	\$ -	\$ -
Other Grants or Aid	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ 144,173.98	\$ 141,002.94	\$ 136,300.00	\$ 138,350.00
Special Assessments	\$ 193,559.59	\$ 195,141.53	\$ 196,500.00	\$ 151,500.00
Charges for Services	\$ 133,986.02	\$ 139,177.76	\$ 133,500.00	\$ 137,750.00
Fines, Licenses & Permits	\$ 630,572.72	\$ 632,264.46	\$ 624,600.00	\$ 615,600.00
Miscellaneous	\$ 107,922.06	\$ 747,906.42	\$ 117,500.00	\$ 118,500.00
Other Financing Sources				
Proceeds from Sale of Debt	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00
Other Sources	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00
TOTAL REVENUE	\$ 8,234,701.38	\$ 9,370,402.67	\$ 8,258,400.00	\$ 8,721,700.00

FUND NAME: GENERAL FUND**EXHIBIT 1****FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL**

This Exhibit is to be used for the General Fund Only

Description (1)	For 2016 Actual (2)	For 2017 Actual (3)	Current Year Estimated for 2018 (4)	Budget Year Estimated for 2019 (5)
EXPENDITURES				
Security of Persons and Property				
Personal Services	\$ -	\$ -	\$ -	\$ -
Travel Transportation	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$ 985,384.39	\$ 905,657.03	\$ 1,107,000.00	\$ 1,171,000.00
Supplies & Materials	\$ 411.09	\$ 460.95	\$ 1,000.00	\$ 1,000.00
Capital Outlay	\$ 22,030.00	\$ 21,891.00	\$ 24,000.00	\$ 45,000.00
Total Security of Persons and Property	\$ 1,007,825.48	\$ 928,008.98	\$ 1,132,000.00	\$ 1,217,000.00
Public Health Services				
Personal Services	\$ -	\$ -	\$ -	\$ -
Travel Transportation	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$ 107,400.02	\$ 129,419.48	\$ 136,700.00	\$ 141,100.00
Supplies & Materials	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Public Health Services	\$ 107,400.02	\$ 129,419.48	\$ 136,700.00	\$ 141,100.00
Leisure Time Activities				
Personal Services	\$ 226,928.13	\$ 272,919.79	\$ 307,490.00	\$ 316,375.00
Travel Transportation	\$ -	\$ -	\$ 100.00	\$ 100.00
Contractual Services	\$ 141,775.39	\$ 138,396.74	\$ 168,000.00	\$ 178,000.00
Supplies & Materials	\$ 33,177.69	\$ 36,191.74	\$ 46,650.00	\$ 46,650.00
Capital Outlay	\$ 8,912.96	\$ 12,681.46	\$ 73,000.00	\$ 173,000.00
Total Leisure Time Activities	\$ 410,794.17	\$ 460,189.73	\$ 595,240.00	\$ 714,125.00
Community Environment				
Personal Services	\$ 375,465.37	\$ 378,858.74	\$ 480,680.00	\$ 510,100.00
Travel Transportation	\$ 273.29	\$ 884.01	\$ 2,500.00	\$ 2,500.00
Contractual Services	\$ 180,142.88	\$ 189,614.34	\$ 237,500.00	\$ 218,250.00
Supplies & Materials	\$ 37,925.17	\$ 35,699.76	\$ 44,950.00	\$ 44,950.00
Capital Outlay	\$ 32,868.72	\$ 31,389.20	\$ 44,500.00	\$ 43,500.00
Total Community Environment	\$ 626,675.43	\$ 636,446.05	\$ 810,130.00	\$ 819,300.00
Transportation				
Personal Services	\$ 224,717.80	\$ 240,751.82	\$ 267,810.00	\$ 274,500.00
Travel Transportation	\$ -	\$ -	\$ 200.00	\$ 100.00
Contractual Services	\$ 318,448.49	\$ 474,866.58	\$ 491,000.00	\$ 411,000.00
Supplies & Materials	\$ 37,342.45	\$ 34,965.16	\$ 42,200.00	\$ 44,000.00
Capital Outlay	\$ 612,598.69	\$ 719,534.47	\$ 792,000.00	\$ 826,000.00
Total Transportation	\$ 1,193,107.43	\$ 1,470,118.03	\$ 1,593,210.00	\$ 1,555,600.00
General Government				
Personal Services	\$ 960,404.82	\$ 935,337.67	\$ 1,066,195.00	\$ 1,108,950.00
Travel Transportation	\$ 3,170.39	\$ 1,748.88	\$ 5,750.00	\$ 4,600.00
Contractual Services	\$ 1,180,376.75	\$ 1,179,345.40	\$ 1,289,400.00	\$ 1,409,700.00
Supplies & Materials	\$ 407,193.31	\$ 433,412.47	\$ 513,900.00	\$ 580,075.00
Capital Outlay	\$ 170,749.17	\$ 305,696.79	\$ 114,300.00	\$ 111,700.00
Total General Government	\$ 2,721,894.44	\$ 2,855,541.21	\$ 2,989,545.00	\$ 3,215,025.00
Debt Service				

FUND NAME: GENERAL FUND**EXHIBIT 1****FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL**

This Exhibit is to be used for the General Fund Only

Description (1)	For 2016 Actual (2)	For 2017 Actual (3)	Current Year Estimated for 2018 (4)	Budget Year Estimated for 2019 (5)
EXPENDITURES				
Redemption of Principal	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -
Other Debt Service	\$ -	\$ -	\$ -	\$ -
<i>Total Debt Service</i>	\$ -	\$ -	\$ -	\$ -
Other Uses of Funds				
Transfers	\$ 1,219,000.00	\$ 1,333,060.00	\$ 1,690,000.00	\$ 1,059,550.00
Advances	\$ 5,000.00	\$ -	\$ -	\$ -
Contingencies	\$ -	\$ -	\$ -	\$ -
Other Uses of Funds	\$ -	\$ -	\$ -	\$ -
Total Other Uses of Funds	\$ 1,224,000.00	\$ 1,333,060.00	\$ 1,690,000.00	\$ 1,059,550.00
TOTAL EXPENDITURES	\$ 7,291,696.97	\$ 7,812,783.48	\$ 8,946,825.00	\$ 8,721,700.00
Revenues over/(under) Expenditures	\$ 943,004.41	\$ 1,557,619.19	\$ (688,425.00)	\$ -
Beginning Unencumbered Balance	\$ 4,192,778.01	\$ 5,135,782.42	\$ 6,693,401.61	\$ 6,004,976.61
Ending Cash Fund Balance	\$ 5,135,782.42	\$ 6,693,401.61	\$ 6,004,976.61	\$ 6,004,976.61
Estimated Encumbrances (outstanding at year end)				
Estimated Ending Unencumbered Fund Balance				

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2019	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2019
				Personnel Services	Other	Total	
GOVERNMENTAL:							
SPECIAL SERVICE:							
Street Construction Maintenance	\$ 447,991.54	\$ 344,500.00	\$ 792,491.54	\$ 238,400.00	\$ 228,750.00	\$ 467,150.00	\$ 325,341.54
State Highway	\$ 62,991.51	\$ 31,500.00	\$ 94,491.51	\$ -	\$ 31,500.00	\$ 31,500.00	\$ 62,991.51
Mayor's Court Technical Fund A	\$ 21,756.92	\$ 2,400.00	\$ 24,156.92	\$ -	\$ 3,800.00	\$ 3,800.00	\$ 20,356.92
Mayor's Court Technical Fund B	\$ 14,889.27	\$ 8,000.00	\$ 22,889.27	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 19,889.27
Permissive Tax	\$ 114,023.03	\$ 67,000.00	\$ 181,023.03	\$ -	\$ 59,650.00	\$ 59,650.00	\$ 121,373.03
Bed Tax	\$ 144,179.49	\$ 70,000.00	\$ 214,179.49	\$ -	\$ 70,000.00	\$ 70,000.00	\$ 144,179.49
FEMA Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BWC Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interurban Project Fund	\$ 872.25	\$ -	\$ 872.25	\$ -	\$ -	\$ -	\$ 872.25
Diley Rd PITIE Fund	\$ 1,320,135.62	\$ 200,000.00	\$ 1,520,135.62	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 1,515,635.62
Gender Rd TIF Fund	\$ 120,394.82	\$ 250,000.00	\$ 370,394.82	\$ -	\$ 84,000.00	\$ 84,000.00	\$ 286,394.82
Cemetery Fund	\$ 16,289.21	\$ 2,500.00	\$ 18,789.21	\$ -	\$ -	\$ -	\$ 18,789.21
McGill Park Fund	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00
Total Special Revenue Funds	\$ 2,313,523.66	\$ 1,025,900.00	\$ 3,339,423.66	\$ 238,400.00	\$ 485,200.00	\$ 723,600.00	\$ 2,615,823.66
DEBT SERVICE FUNDS							
G. O. Bond/Note	\$ 29,308.50	1,135,000.00	1,164,308.50		\$ 1,059,250.00	\$ 1,059,250.00	\$ 105,058.50
	\$ -						\$ -
Total Debt Service Funds	\$ 29,308.50	\$ 1,135,000.00	\$ 1,164,308.50	\$ -	\$ 1,059,250.00	\$ 1,059,250.00	\$ 105,058.50
CAPITAL PROJECT FUNDS							
Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Issue II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Project Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	\$ 1,107,548.52	\$ 1,573,750.00	\$ 2,681,298.52	\$ 497,325.00	\$ 1,131,425.00	\$ 1,628,750.00	\$ 1,052,548.52
Water Connection	\$ 1,324,511.97	\$ 200,000.00	\$ 1,524,511.97	\$ -	\$ 397,750.00	\$ 397,750.00	\$ 1,126,761.97
Water Stability Fund	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Sewer	\$ 1,305,546.19	\$ 1,775,750.00	\$ 3,081,296.19	\$ 514,875.00	\$ 1,260,875.00	\$ 1,775,750.00	\$ 1,305,546.19
Sewer Connection	\$ 2,682,750.80	\$ 500,000.00	\$ 3,182,750.80	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 2,682,750.80
Sewer Rate Stability	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 1,000,000.00

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2019	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2019
				Personnel Services	Other	Total	
Storm Water Fund	\$ 188,467.02	\$ 248,300.00	\$ 436,767.02	\$ 111,150.00	\$ 137,150.00	\$ 248,300.00	\$ 188,467.02
Total Special Revenue Funds	\$ 7,608,824.50	\$ 4,297,800.00	\$ 11,906,624.50	\$ 1,123,350.00	\$ 3,427,200.00	\$ 4,550,550.00	\$ 7,356,074.50
Agency Funds							
Meijer Agency	\$ 135,877.69	\$ 1,000.00	\$ 136,877.69	\$ -	\$ -	\$ -	\$ 136,877.69
GreenGate Drive Agency	\$ 303,603.61	\$ 2,500.00	\$ 306,103.61				\$ 306,103.61
Total Agency Funds	\$ 439,481.30	\$ 3,500.00	\$ 442,981.30	\$ -	\$ -	\$ -	\$ 442,981.30

STATEMENT OF PERMANENT IMPROVEMENTS

(Do Not Include Expense to be Paid from Bond Issues)

(Section 5705.29. Revised Code)

DESCRIPTION	Estimated Cost of Permanent Improvement	Amount to be Budgeted During Current Year	Name of Paying Fund
Sheriff's Cruiser	\$ 45,000.00	\$ 45,000.00	General
Parks Projects	\$ 145,000.00	\$ 145,000.00	General
Street Trees	\$ 40,000.00	\$ 40,000.00	General
Swimming Pool Capital	\$ 15,000.00	\$ 15,000.00	General
Street Capital Projects	\$ 760,000.00	\$ 760,000.00	General
Buildings and Grounds Projects	\$ 30,000.00	\$ 30,000.00	General
Information Technology Capital	\$ 40,000.00	\$ 40,000.00	General
Valve Bolt Replacements	\$ 25,000.00	\$ 25,000.00	Water
Water Plant Improvements	\$ 225,000.00	\$ 100,000.00	Water
AMI Upgrades	\$ 300,000.00	\$ 150,000.00	Water/Sewer
Tower Maintenance/Water Breaks	\$ 105,000.00	\$ 105,000.00	Water
Well Rehab	\$ 15,000.00	\$ 15,000.00	Water Connections
Plant Upgrades	\$ 200,000.00	\$ 100,000.00	Water Connections
Vehicle Purchase	\$ 30,000.00	\$ 30,000.00	Sewer
TOTAL	\$ 1,975,000.00	\$ 1,600,000.00	

For the year budgeted, list each contemplated disbursement for permanent improvements, exclusive of any expense to be paid from bond issues by the fund from which the expenditures are to be made. Examples for describing the permanent improvements are: window replacement, vehicle purchase, furnishing offices, appliances for fire department kitchen.

ORDINANCE NO. 18-022

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT TO
PURCHASE A 1.799 ACRE TRACT OF PROPERTY FROM ASHBROOK
ASSOCIATION, INC. AND DECLARING AN EMERGENCY**

WHEREAS, the City wishes to purchase the property for parkland; and,

WHEREAS, Ashbrook Association, Inc. and the city have negotiated terms for the transfer of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with Ashbrook Association, Inc. for the purchase of a 1.799 acre parcel of land with PID #184-00220-00, herein attached as Exhibit A, for the purchase price of \$100.

Section 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety and welfare, such emergency arising from the need to honor the quoted price of the purchase of the vehicle; wherefore, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the “Agreement”) is entered into as of the last date of execution on the signature page below (the “Effective Date”) by and between Ashbrook Association, Inc., an Ohio non-profit corporation (“Seller”), and City of Canal Winchester, Ohio, an Ohio municipal corporation (“Buyer”). The Buyer and Seller may be collectively referred to herein as the “parties”.

1. The Property. Seller, for and in consideration and subject to the terms and conditions hereinafter set forth, agrees to sell to Buyer, and Buyer agrees to purchase, all of Seller’s right, title and interest in and to the approximately 1.799-acre tract of real property identified as Franklin County Parcel Number 184-00220-00, as further described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

2. Price. The purchase price (“Purchase Price”) for the Property shall equal One Hundred and 00/100 Dollars (\$100.00) payable in immediately available federal funds at the closing (the “Closing”).

3. Warranties and Representations.

(a) Seller’s Warranties and Representations. All warranties and representations set forth in this Section 3(a) shall be true and correct as of the date hereof, and as of the date of Closing, and shall survive Closing for a period of one (1) year. Seller hereby represents and warrants as follows:

(i) Seller has full right, power and authority to enter into this Agreement and carry out the obligations hereunder, and Seller further represents and warrants that this Agreement constitutes a valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms; and

(ii) Seller has satisfied all requirements under its governing documents to convey the Property to Buyer.

(b) Buyer’s Warranties and Representations. All warranties and representations set forth in this Section 3(b) shall be true and correct as of the date hereof, and as of the date of Closing, and shall survive Closing for a period of one (1) year. Buyer hereby represents and warrants as follows:

(i) Buyer has full right, power and authority to enter into this Agreement and carry out the obligations hereunder, and Buyer further represents and warrants that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

4. Prorations and Closing Costs. The Buyer and Seller agree as follows with respect to prorations and closing costs:

(a) Taxes and Assessments. At Closing, Seller shall pay as a credit against the Purchase Price: (i) all delinquent real estate taxes and assessments, including penalties and interest; and (ii) all other unpaid real estate taxes which are lien for the years prior to Closing. The parties acknowledge and agree that there will be no proration of taxes and assessments for the year of Closing.

(b) Closing Costs. The Seller shall pay for any real property conveyance fee. The Buyer shall pay for the cost of recording the deed conveying the Property to Buyer. The credits and adjustments set forth in this Section 4 shall be final at the Closing.

5. Broker. Buyer and Seller represent and warrant that they have not dealt with any person, firm, real estate broker, or realtor in connection with the sale of the Property and no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any other realtor or broker in connection with the sale of the Property. The parties hereby agree to indemnify and hold each other harmless for any breach of the representations and warranties contained in this Section 5, and this obligation shall survive the Closing.

6. Closing and Possession. Closing shall occur on a date mutually acceptable to Buyer and Seller within thirty (30) days after the Effective Date. The conveyance of the Property shall be by limited warranty deed (the "Deed") delivered by Seller to Buyer at Closing. Seller will deliver sole and exclusive possession of the Property to Buyer at Closing.

7. Closing Documents.

(a) On the day of Closing, Seller shall deliver the following to Buyer:

- (i) the Deed; and
- (ii) such other documents as are reasonably necessary to fulfill all of Seller's obligations under the terms of this Agreement.

(b) On the day of Closing, Buyer shall deliver the following to Seller:

- (i) the Purchase Price as adjusted in accordance with the provisions of this Agreement; and
- (ii) such documents as are reasonably required to fulfill all of Buyer's obligations under the terms of this Agreement.

8. Default.

(a) Buyer's Remedies. Any failure to close escrow which is the fault of Seller constitutes a default by Seller under this Agreement, and if Seller fails to cure such default within five (5) days of receipt of written notice of default from Buyer, then Buyer shall be entitled, as its

sole and exclusive remedy, to either: (i) cancel this Agreement; or (ii) institute an action for specific performance.

(b) Seller's Remedies. Any failure to close escrow which is the fault of Buyer constitutes a default by Buyer under this Agreement, and if Buyer fails to cure such default within five (5) days of receipt of written notice of default from Seller, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement.

9. Notice. All notices given under this Agreement shall be in writing and delivered by (a) the United States Postal Service, certified mail, return receipt requested, postage prepaid; (b) personal delivery; (c) a nationally recognized overnight air courier service; or (d) scanned email or facsimile; in each case sent, delivered, emailed or faxed to the parties as listed below. Each notice shall be deemed given upon the date sent. The lawyer for any party is entitled to give notice under the terms hereof. Any party may change at any time its notice address by delivering a change of address notice using the foregoing notice procedures.

To the Seller: Ashbrook Association, Inc.

Attention: _____

Email: _____

To the Buyer: City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, Ohio 43110
Attention: Lucas Haire, Development Director
Email: lhaire@canalwinchesterohio.gov

10. Miscellaneous. This Agreement may be changed, waived or amended only in an agreement signed by all parties to this Agreement. Except as specifically provided herein, this Agreement contains the entire understanding between the parties relating to the subject matter hereof, and it supersedes any and all prior oral or written understandings or agreements relating to any such matters. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, heirs and personal representatives, as applicable. The captions of the several sections of this Agreement are not a part hereof, and these captions shall not be used to interpret any of the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflicts of laws. For equitable or legal proceedings arising under this Agreement, the parties agree to the exclusive venue and jurisdiction of the state and/or federal courts in Franklin County, Ohio, and each party hereby waives the right to challenge such venue and/or jurisdiction based upon forum non-conveniens or otherwise. All parties signing this Agreement have taken all duly authorized action necessary to authorize the execution of this Agreement and to execute any and all documents related hereto, and each of the parties may rely upon this section of the Agreement without the necessity of having further documentation to evidence such authority. Should any action or proceeding be brought to construe or enforce the terms and conditions of this Agreement or the parties' rights hereunder, the prevailing party shall be entitled to recover from the other party

all court costs and reasonable attorneys' fees and other costs of litigation incurred in such action or proceeding, and this obligation shall survive and not be deemed to have been merged into any such judgment or by the expiration or termination of this Agreement. The parties specifically acknowledge, represent and warrant that all of the terms and conditions of this Agreement are adequately and fully supported by consideration. In computing any period of time under this Agreement, the day of the act or event for which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event, the period shall run through the next business day. This Agreement may be executed in counterparts and shall be fully enforceable so long as all parties have signed the Agreement in counterpart. This Agreement may be executed with signatures delivered by either facsimile or scanned email, and copies of such signatures so delivered shall be deemed as originals. All parties have been represented by legal counsel in connection with the negotiation and execution of this Agreement, and accordingly, in interpreting any of the provisions of this Agreement, no rules of construction shall be adopted to deem that the Agreement shall be read in favor of any party which may not have participated in drafting one or more provisions of the terms of this Agreement.

11. Duration of Offer. This offer shall be open for acceptance through 5:00 PM June 15, 2018.

[END OF AGREEMENT – SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SELLER:

ASHBROOK ASSOCIATION, INC., an
Ohio non-profit corporation

By: _____

Printed Name: _____

Title: _____

June ____, 2018

BUYER:

CITY OF CANAL WINCHESTER, OHIO,
an Ohio municipal corporation

By: _____

Michael Ebert, Mayor

June ____, 2018

EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Canal Winchester, and being more particularly described as follows:

Being a 1.799 acre parcel known as Reserve "C" of ASHBROOK VILLAGE SECTION 3 PART 2, as the same is delineated on the recorded plat thereof, of record in Plat Book 90, pages 22 and 23, Recorder's Office, Franklin County, Ohio.

parcel # 184-2220



Amanda Jackson

From: Stacey Williams
Sent: Wednesday, May 30, 2018 9:55 AM
To: Amanda Jackson
Subject: FW: [EXTERNAL] Important Recycling Notice

From: Waste Management <noreply@wm.com>
Sent: Tuesday, May 8, 2018 8:18 AM
To: Stacey Williams <swilliams@canalwinchesterohio.gov>
Subject: [EXTERNAL] Important Recycling Notice



THINK GREEN.®

Are You Recycling Right?

The Do's and Don'ts of Recycling

The recycling industry is experiencing high levels of contamination - trash in the recycling - at a time when the requirements for quality (clean recycling) are increasing due to new policies implemented by end markets for recyclable materials.

Earlier this year, China began to limit the quality and quantity of material it accepts for recycling, impacting the recycling industry world-wide. **As a result, our focus on quality is higher than ever, as we work to ensure the long-term sustainability of our recycling programs.**

When non-recyclable items (contamination) end up in your recycling, they have the potential to turn the entire load into trash, resulting in contamination and additional processing and disposal costs.

IMPORTANT

Under your service terms, you may be assessed contamination charges of up to \$69.00 per yard (based on the size of your recycling container) for excess contamination found in your container during recycling collection.

Here are some tools for success ??? follow these simple rules to avoid contamination charges.

RECYCLING DO???

DO recycle all empty plastic bottles, cans, paper and cardboard.

DO keep foods and liquids out of recycling.

DO keep plastic bags out of recycling.

RECYCLING DON???

DON??? bag your recyclables ??? plastic bags and film get tangled in the machinery.

DON??? include food-soiled items - they can turn an entire load of recycling into trash.

DON??? add sharp or dangerous materials like needles and electronics ??? they can cause injury to our workers.

DON??? toss in ???tangles??? like rubber hoses and wires ??? they can shut down an entire recycling center!

DON??? include bulky items like propane tanks or construction debris.

Share these tips and post them as a reminder of Waste Management's recycling guidelines. For more tools to help your team follow the do's and don'ts of recycling, visit www.RecycleOftenRecycleRight.com.

MANAGE ACCOUNT

Download our mobile app.



??2018 Waste Management, Inc.

THINK GREEN.®

This email was sent by: **Waste Management**
1001 Fannin Houston, TX, 77002, USA

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Amanda Jackson

From: Stacey Williams
Sent: Wednesday, May 23, 2018 9:33 AM
To: Amanda Jackson
Subject: FW: [EXTERNAL] Recycle Contamination

From: Waste Management <noreply@notifications.wm.com>
Sent: Tuesday, May 22, 2018 4:58 PM
To: Stacey Williams <swilliams@canalwinchesterohio.gov>
Subject: [EXTERNAL] Recycle Contamination



THINK GREEN.®

Battle Against Contamination

Dear Valued Customer,

When we serviced your recycling, we noticed there was also trash in your container.

Unfortunately, due to an increase in recycling contamination (or trash mixed with recycling) across North America, strict quality requirements are now being enforced in the markets where your recyclables are sold. Simply put, the more trash that's mixed with your recycling the less likely we'll be able to recycle any of your items.

Service Details

Customer ID: 93034993009
Container : 8 YD FEL RCY
Date : 5/18/2018

IMPORTANT

You are being assessed contamination charges of up to \$69.00 per yard (based on the size of your recycling container) for contamination found in your container during collection.

You can easily avoid contamination charges or non-recycle service in the future. Remember to recycle clean bottles, cans, paper and cardboard only.

We are committed to help you improve the quality of recycling materials from your business, prevent contamination charges and manage a sustainable program. Visit our [Recycle Often. Recycle Right](#) website to find educational tools tailored for businesses.

We truly appreciate your business and look forward to partnering with you in keeping recyclable materials clean and green.

Here are some tools for success - follow these simple
Do's & Don'ts to avoid contamination charges.

RECYCLING DO'S

DO recycle all empty plastic bottles, cans, paper and cardboard.

DO keep foods and liquids out of recycling.

DO keep plastic bags out of recycling.

RECYCLING DON'TS

DON'T bag your recyclables - plastic bags and film get tangled in the machinery.

DON'T include food-soiled items - they can turn an entire load of recycling into trash.

DON'T add sharp or dangerous materials like needles and electronics - they can cause injury to our workers.

DON'T toss in "tanglers" like rubber hoses and wires - they can shut down an entire recycling center!

DON'T include bulky items like propane tanks or construction debris.

MANAGE ACCOUNT

Download our mobile app.



?? 2018 Waste Management, Inc.

THINK GREEN.®

This email was sent by: Waste Management, 1001 Fannin, Suite 4000, Houston, TX, 77002. In addition, www.wm.com is available 24 hours a day, seven days a week, as a communication and information tool for your use. If you have received this message in error, or if you would like to edit or manage your account preferences you can do so by clicking [here](#).

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RECYCLING NEWS BULLETIN

May 2018



RECYCLE OFTEN.
RECYCLE RIGHT.™

As valued customers committed to recycling, we are providing this important recycling update.

Overview

In recent years, almost 30% of all recyclables from across the globe were shipped to China, including over 50% of the world's recyclable mixed paper and plastics. On January 1, all mixed paper and mixed plastics were banned as an import into China. On March 1, China began enforcing a new 0.5% contamination limit on imported recyclables, then later in March implemented [Operation Blue Sky](#), a screening effort at their ports to enforce their new policies.

China's new policies have been implemented in response to their aggressive new environmental goals, which include creating their own recycling collection programs. China has announced a plan to eliminate imports of all post-consumer recyclables by 2021, and they appear to be taking steps to move down this path.

May 3, 2018 Update: Chinese Government Announces 30-day Inspection Suspension

On May 3, the Chinese Government announced that it has suspended inspections/certificates for all recyclables from the U.S. through June 4, 2018. Because all loads shipped to China must be certified, recyclables will not be able to be shipped from the U.S. to China during this time. In other words, regardless of the material bans and the 0.5% contamination limit, no recyclables will ship from the U.S. to China for at least the next month. It is apparent that China will not be easing up on their import restrictions soon.

Impact of this Latest Announcement

The suspension of U.S. imports into China adds additional pressure on global markets, which ultimately impacts recycling programs in communities across the U.S. Some of the material that was being shipped to China (cardboard, some newspaper, sorted office paper) will now compete for the same markets that have been established for lower value mixed paper. Inevitably, some paper will likely be left without a market.

With this latest news, commodity pricing continues to fall. We have seen a 50% reduction in commodity values in the past several months, while processing costs have increased. Every community and every recycler is impacted.

Keeping the Focus on Quality

Alternative markets - domestic and export - require high quality recyclable materials with little to no contamination. Waste Management (WM) is focused on reducing contamination to help move materials to end markets. Given continued market volatility, we must all work together on solutions. We all have a role - and a responsibility - to make recycling successful.

THE BATTLE TO REDUCE RECYCLING CONTAMINATION

The sustainability of all recycling programs is dependent upon collecting high quality recyclable materials free of unacceptable materials. From an environmental, economic and safety perspective, addressing the quality of recycling is imperative and we must tackle this together. Here is what WM is doing, and how you can help:

- Waste Management's education and outreach program, [Recycle Often. Recycle Right.®](#) website has tips and tools to help customers reduce and eliminate contamination. [Practice and share these tips!](#)
- We continue to invest in technology to process cleaner material, more efficiently. [Send us clean materials!](#)
- As allowable, WM will enforce contract provisions related to contamination to the fullest extent. We will also work closely with our customers to adjust the current recycling business model to reflect today's marketplace. We are seeking cost recovery as allowed, charging for contamination and amending contract language. [Let's work together to eliminate contamination and make recycling work!](#)

Resources for Recycling Industry News

[Recycle Often. Recycle Right.® Newsroom](#)

[WasteDive](#)

[Waste360](#)

[Resource Recycling](#)

[Waste Today](#)



THINK GREEN.®

The New York Times

Your Recycling Gets Recycled, Right? Maybe, or Maybe Not

Plastics and papers from dozens of American cities and towns are being dumped in landfills after China stopped recycling most “foreign garbage.”

By **Livia Albeck-Ripka**

May 29, 2018

Oregon is serious about recycling. Its residents are accustomed to dutifully separating milk cartons, yogurt containers, cereal boxes and kombucha bottles from their trash to divert them from the landfill. But this year, because of a far-reaching rule change in China, some of the recyclables are ending up in the local dump anyway.

In recent months, in fact, thousands of tons of material left curbside for recycling in dozens of American cities and towns — including several in Oregon — have gone to landfills.

In the past, the municipalities would have shipped much of their used paper, plastics and other scrap materials to China for processing. But as part of a broad antipollution campaign, China announced last summer that it no longer wanted to import “foreign garbage.” Since Jan. 1 it has banned imports of various types of plastic and paper, and tightened standards for materials it does accept.

While some waste managers already send their recyclable materials to be processed domestically, or are shipping more to other countries, others have been unable to find a substitute for the Chinese market. “All of a sudden, material being collected on the street doesn’t have a place to go,” said Pete Keller, vice president of recycling and sustainability at Republic Services, one of the largest waste managers in the country.

China’s stricter requirements also mean that loads of recycling are more likely to be considered contaminated if they contain materials that are not recyclable. That has compounded a problem that waste managers call wishful or aspirational recycling: people setting aside items for recycling because they believe or hope they are recyclable, even when they aren’t.

[Here’s a guide to avoiding “aspirational recycling.” First lesson: Don’t recycle greasy pizza boxes.]

In the Pacific Northwest, Republic has diverted more than 2,000 tons of paper to landfills since the Chinese ban came into effect, Mr. Keller said. The company has been unable to move that material to a market “at any price or cost,” he said. Though Republic is dumping only a small portion of its total inventory so far — the company handles over five million tons of recyclables nationwide each year — it sent little to no paper to landfills last year.

But for smaller companies, like Rogue Disposal and Recycling, which serves much of Oregon, the Chinese ban has upended operations. Rogue sent all its recycling to landfills for the first few months of the year, said Garry Penning, a spokesman.



Wiqan Ang for The New York Times

Western states, which have relied the most on Chinese recycling plants, have been hit especially hard. In some areas — like Eugene, Ore., and parts of Idaho, Washington, Alaska and Hawaii — local officials and garbage haulers will no longer accept certain items for recycling, in some cases refusing most plastics, glass and certain types of paper. Instead, they say, customers should throw these items in the trash.

Theresa Byrne, who lives in Salem, Ore., said the city took too long to inform residents that most plastics and egg and milk cartons were now considered garbage. “I was angry,” she said. “I believe in recycling.”

Other communities, like Grants Pass, Ore., home to about 37,000 people, are continuing to encourage their residents to recycle as usual, but the materials are winding up in landfills anyway. Local waste managers said they were concerned that if they told residents to stop recycling, it could be hard to get them to start again.

It is “difficult with the public to turn the spigot on and off,” said Brian Fuller, a waste manager with the Oregon Department of Environmental Quality.

The fallout has spread beyond the West Coast. Ben Harvey, the president of E.L. Harvey & Sons, a recycling company based in Westborough, Mass., said that he had around 6,000 tons of paper and cardboard piling up, when he would normally have a couple hundred tons stockpiled. The bales are filling almost half of his 80,000-square-foot facility.

“It’s really impacted our day-to-day operations,” Mr. Harvey said. “It’s stifling me.”

Recyclers in Canada, Australia, Britain, Germany and other parts of Europe have also scrambled to find alternatives.

Still, across much of the United States, including most major cities, recycling is continuing as usual. Countries like India, Vietnam and Indonesia are importing more of the materials that are not processed domestically. And some waste companies have responded to China’s ban by stockpiling material while looking for new processors, or hoping that China reconsiders its policy.

Republic Services collecting recycled materials in Kent, Wash. Wqan Ang for The New York Times

Americans recycle roughly 66 million tons of material each year, according to the most recent figures from the Environmental Protection Agency, about one-third of which is exported. The majority of those exports once went to China, said David Biderman, the executive director of the Solid Waste Association of North America, a research and advocacy group.

But American scrap exports to China fell by about 35 percent in the first two months of this year, after the ban was implemented, said Joseph Pickard, chief economist for the Institute of Scrap Recycling Industries, a trade group.

“It’s a huge concern, because China has just been such a dominant overseas market for us,” Mr. Pickard said.

In particular, exports of scrap plastic to China, valued at more than \$300 million in 2015, totaled just \$7.6 million in the first quarter of this year, down 90 percent from a year earlier, Mr. Pickard said. Other countries have stepped in to accept more plastics, but total scrap plastic exports are still down by 40 percent this year, he said.

“There is a significant disruption occurring to U.S. recycling programs,” Mr. Biderman said. “The concern is if this is the new normal.”

Curbside recycling is typically hauled by a private company to a sorting plant, where marketable goods are separated out. Companies or local governments then sell the goods to domestic or overseas processors. Some states and cities prohibit these companies from dumping plastic, paper and cardboard, but some local officials — including in Oregon, Massachusetts and various municipalities in Washington State — have granted waivers so that unmarketable materials can be sent to the landfill.

Recycling companies “used to get paid” by selling off recyclable materials, said Peter Spendelow, a policy analyst for the Department of Environmental Quality in Oregon. “Now they’re paying to have someone take it away.”

In some places, including parts of Idaho, Maine and Pennsylvania, waste managers are continuing to recycle but are passing higher costs on to customers, or are considering doing so.

“There are some states and some markets where mixed paper is at a negative value,” said Brent Bell, vice president of recycling at Waste Management, which handles 10 million tons of recycling per year. “We’ll let our customers make that decision, if they’d like to pay more and continue to recycle or to pay less and have it go to landfill.”

Wiqan Ang for The New York Times

Mr. Spendelow said companies in rural areas, which tend to have higher expenses to get their materials to market, were being hit particularly hard. “They’re literally taking trucks straight to the landfill,” he said.

Will Posegate, the chief operations officer for Garten Services, which processes recycling for a number of counties in Oregon, said his company had tried to stockpile recyclables but eventually used a waiver to dump roughly 900 tons. “The warehouse builds up so much that it’s unsafe,” he said.

In California, officials are concerned that improperly stored bales of paper could become hazards during wildfire season, said Zoe Heller, the policy director for the state’s recycling department.

While China has entirely banned 24 materials, including post-consumer plastic and mixed paper, it has also demanded that other materials, such as cardboard and scrap metal, be only 0.5 percent impure. Even a small amount of food scraps or other rubbish, if undetected, can ruin a batch of recycling.

Some waste managers say that China's new contamination standards are impossible to meet, while others are trying to clean up their recycling streams by slowing down their processing facilities, limiting the types of materials they accept or trying to better educate customers on what belongs in the recycling bin.

Waste traveling along a conveyor belt to be sorted. Wiqan Ang for The New York Times

Mr. Bell, the Waste Management executive, said he had seen everything from Christmas lights to animal carcasses to artillery shells come through the company's recycling facilities. "Most of our facilities get a bowling ball every day or two," he said.

Some materials can ruin a load, he said, while others pose fire or health hazards and can force facilities to slow their operations and in some cases temporarily shut down. (And a bowling ball could do serious damage to the equipment.) Approximately 25 percent of all recycling picked up by Waste Management is contaminated to the point that it is sent to landfills, Mr. Bell said.

Recyclers have always disposed of some of their materials. But the percentage has climbed as China and other buyers of recyclable material have ratcheted up quality standards.

Most contamination, Mr. Bell said, happens when people try to recycle materials they shouldn't. Disposable coffee cups — which are usually lined with a thin film that makes them liquid-proof but challenging and expensive to reprocess — are an example. Unwashed plastics can also cause contamination.

“If we don't get it clean, we're not going to be able to market it, and if we can't market it unfortunately it's going to go to the landfill,” said Mr. Penning, the Rogue spokesman. In March, Rogue told customers to put everything in the trash except for corrugated cardboard, milk jugs, newspapers and tin and aluminum cans, which the company is finding domestic markets for, Mr. Penning said.

Rogue customers who make mistakes might see an “Oops” sticker the next time they check their recycling bin, he said.

In Eugene, similar restrictions have been imposed by the waste company Sanipac. These have not sat well with some residents. “Eugene is a very green city and people love their recycling here,” said Diane Peterson, a resident. “There are a lot of things like yogurt containers that we get all the time, and now we can't recycle them.”

Leah Geocaris, another Eugene resident, said the change had prompted her to try to consume less overall. “On the one hand, I hate it, because I don't want stuff to end up in landfill,” she said. “On the other hand, it's a wake-up call.”

“Recycling is the third R,” she said. “You have to reduce and reuse first.”

Here's how to recycle smarter



6 Things You're Recycling Wrong

Can you recycle coffee cups or greasy pizza boxes? If you're tossing things in the recycling bin out of sheer hope, you might be an "aspirational recycler."

May 29, 2018

Livia Albeck-Ripka, a former James Reston reporting fellow at The Times, is a freelance journalist covering the environment. @livia_ar